



Flathead County

Planning & Zoning

1035 1st Ave W, Kalispell, MT 59901
Telephone 406.751.8200 Fax 406.751.8210

RECEIVED

FEB - 1 2012

FLATHEAD COUNTY
& ZONING OFFICE

MAJOR SUBDIVISION PRELIMINARY PLAT APPLICATION

Submit this application, all required information, and appropriate fee (see current fee schedule)
to the Planning & Zoning office at the address listed above.

FEE ATTACHED \$ 1,675.00

SUBDIVISION NAME: Eagle Rock II

OWNER(S) OF RECORD:

Name: Michael Brooks Phone: (949) 533-4817

Mailing Address: 415 North Star Lane

City, State, Zip: Newport Beach, CA 92660

Email: _____

APPLICANT (IF DIFFERENT THAN ABOVE):

Name: Same Phone: _____

Mailing Address: _____

City, State, Zip Code: _____

Email: _____

TECHNICAL/PROFESSIONAL PARTICIPANTS:

Name: Sands Surveying, Inc , Attn: Eric Mulcahy Phone: (406) 755-6481

Mailing Address: 2 Village Loop

City, State, Zip: Kalispell, MT 59901

Email: eric@sandssurveying.com

Name: Carver Engineering, Inc Phone: _____

Mailing Address: 1995 3rd Avenue East

City, State, Zip: Kalispell, MT 59901

Email: chappie@carvereng.com

LEGAL DESCRIPTION OF PROPERTY:

Street Address Fox Run Court and Eagle Rock Drive

City/State & Zip Bigfork, MT 59911

Assessor's Tract No.(s) N/A Lot No.(s) Lots 9-17 of Eagle Rock

Section 23 and 26 Township 27N Range 20W

GENERAL DESCRIPTION/TYPE OF SUBDIVISION:_____

The applicant is requesting the Amended Plat (Eagle Rock II) in order to amend the boundary lines between existing lots and relocate the primary access point for lots 9-17 of Eagle Rock. The new approach will access Holt Drive from the west. The proposed Amended Plat does not create any new lots.

Number of Lots or Rental Spaces 8 Total Acreage in Subdivision 10.109 ac
Total Acreage in Lots 6.561 acres Minimum Size of Lots or Spaces 0.54 ac
Total Acreage in Streets or Roads 1.684 Maximum Size of Lots or Spaces 1.058
Total Acreage in Parks, Open Spaces and/or Common Areas 1.864 ac

PROPOSED USE(S) AND NUMBER OF ASSOCIATED LOTS/SPACES:

Single Family X Townhouse _____ Mobile Home Park _____
Duplex _____ Apartment _____ Recreational Vehicle Park _____
Commercial _____ Industrial _____ Planned Unit Development _____
Condominium _____ Multi-Family _____ Other _____

APPLICABLE ZONING DESIGNATION & DISTRICT: R-2 (PUD) We are requesting the PUD overlay be eliminated with the accompanying PUD Application.

IS SUBJECT PROPERTY LOCATED WITHIN 3-MILE BUFFER OF KALISPELL, WHITEFISH, OR COLUMBIA FALLS? No

ESTIMATE OF MARKET VALUE BEFORE IMPROVEMENTS: _____

IMPROVEMENTS TO BE PROVIDED:

Roads: _____ Gravel X Paved X Curb X Gutter _____ Sidewalks _____ Alleys _____ Other _____
*** Water System:** _____ Individual _____ Shared _____ Multiple User X Public
*** Sewer System:** _____ Individual _____ Shared _____ Multiple User X Public
Other Utilities: X Cable TV X Telephone _____ X Electric X Gas _____ Other _____
Solid Waste: _____ Home Pick Up _____ Central Storage X Contract Hauler _____ Owner Haul
Mail Delivery: X Central _____ Individual _____ School District: Bigfork
Fire Protection: X Hydrants _____ Tanker Recharge _____ Fire District: Bigfork
Drainage System: On-site and constructed with the original Eagle Rock

* **Individual** (one user)
Shared (two user)
Multiple user (3-9 connections or less the 25 people served at least 60 days of the year)
Public (more than 10 connections or 25 or more people served at least 60 days of the year)

PROPOSED EROSION/SEDIMENTATION CONTROL: BMP's as needed

VARIANCES: ARE ANY VARIANCES REQUESTED? No (yes/no)
(If yes, please complete the information on page 3)

SECTION OF REGULATIONS CREATING HARDSHIP: _____

PLEASE RESPOND TO THE FOLLOWING STATEMENTS IN THE SPACES PROVIDED

BELOW: (The Commission shall not approve a variance unless it finds that all of the following are met)

1. The variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.
2. Due to the physical surroundings, shape, or topographical conditions of the property involved, strict compliance with the regulations will impose an undue hardship on the owner. Undue hardship does not include personal or financial hardship, or any hardship that is self imposed.
3. The variance will not cause a substantial increase in public costs, now or in the future.
4. The variance will not place the subdivision in nonconformance with any adopted growth policy, neighborhood plan or zoning regulations.
5. The variance is consistent with the surrounding community character of the area.

APPLICATION CONTENTS:

- 1. Completed Preliminary Plat application (If submitting bound copies of the application materials, please also include one **unbound** copy for replication purposes).
- 2. 14 folded copies of the preliminary plat. (Either 18" X 24" or 24" X 36" per Appendix B- Flathead County Subdivision Regulations).
- 3. One reproducible set of supplemental information (See Appendix B -Flathead County Subdivision Regulations).
- 4. One reduced copy of the preliminary plat not to exceed 11" x 17" in size.
- 5. Application fee.
- 6. A **Certified** Adjoining Property Owners List must be submitted with the application (see attached form). The list will be sent directly to the Planning & Zoning office, unless you request otherwise. This list is valid for a period of 6 months from date generated. You may also get a certified adjoining landowners list from a title company if you choose.

This application shall be submitted, along with all information required by the applicable Subdivision Regulations and the Montana Subdivision and Platting Act, and the appropriate fee to:
Flathead County Planning & Zoning Office 1035 First Avenue West
Kalispell, Montana 59901 - Phone: (406) 751-8200 Fax: (406) 751-8210

I hereby certify under penalty of perjury and the laws of the State of Montana that the information submitted herein, on all other submitted forms, documents, plans or any other information submitted as a part of this application, to be true, complete, and accurate to the best of my knowledge. Should any information or representation submitted in connection with this application be untrue, I understand that any approval based thereon may be rescinded and other appropriate action taken. The signing of this application signifies approval for the Flathead County Planning and Zoning staff to be present on the property for routine monitoring and inspection during the approval and development process.

Michael D. Brown
Applicant Signature

26-JAN-2012
Date

Michael D. Brown
Owner(s) Signature (all owners must sign)

26-JAN-2012
Date

Directions to Eagle Rock Property

The property is located on Holt Drive in the Bigfork area and abuts the Eagle Bend development on the south and east sides. From Kalispell, take Highway 93 south to the Highway 82 (Somers-Bigfork cut across) intersection. Head east on Highway 82 and cross the Sportsman Bridge over the Flathead River. Take a right heading south on Hanging Rock Drive just after the bridge. Head south to the intersection with Holt Drive and take a left heading west. Approximately ¼ mile west on Holt you will come to the entrance of Eagle Rock which is located on the south side of Holt Drive. There is a large entrance feature with the subdivision name and an electronic gate. Should you need vehicle access behind the gate you can call Michael Brooks for the access code. As with all subdivision applications, the applicant grants permission to enter for planning staff, Advisory Committee members, Planning Board members, and County Commissioners.

By: SANDS SURVEYING, Inc.
2 Village Loop
Kalispell, MT 59901
(406) 755-8481

JOB NO: 361902
DRAWING DATE: NOVEMBER 18, 2011
COMPLETED DATE: / /
FOR/OWNER: MICHAEL DYER BROOKS

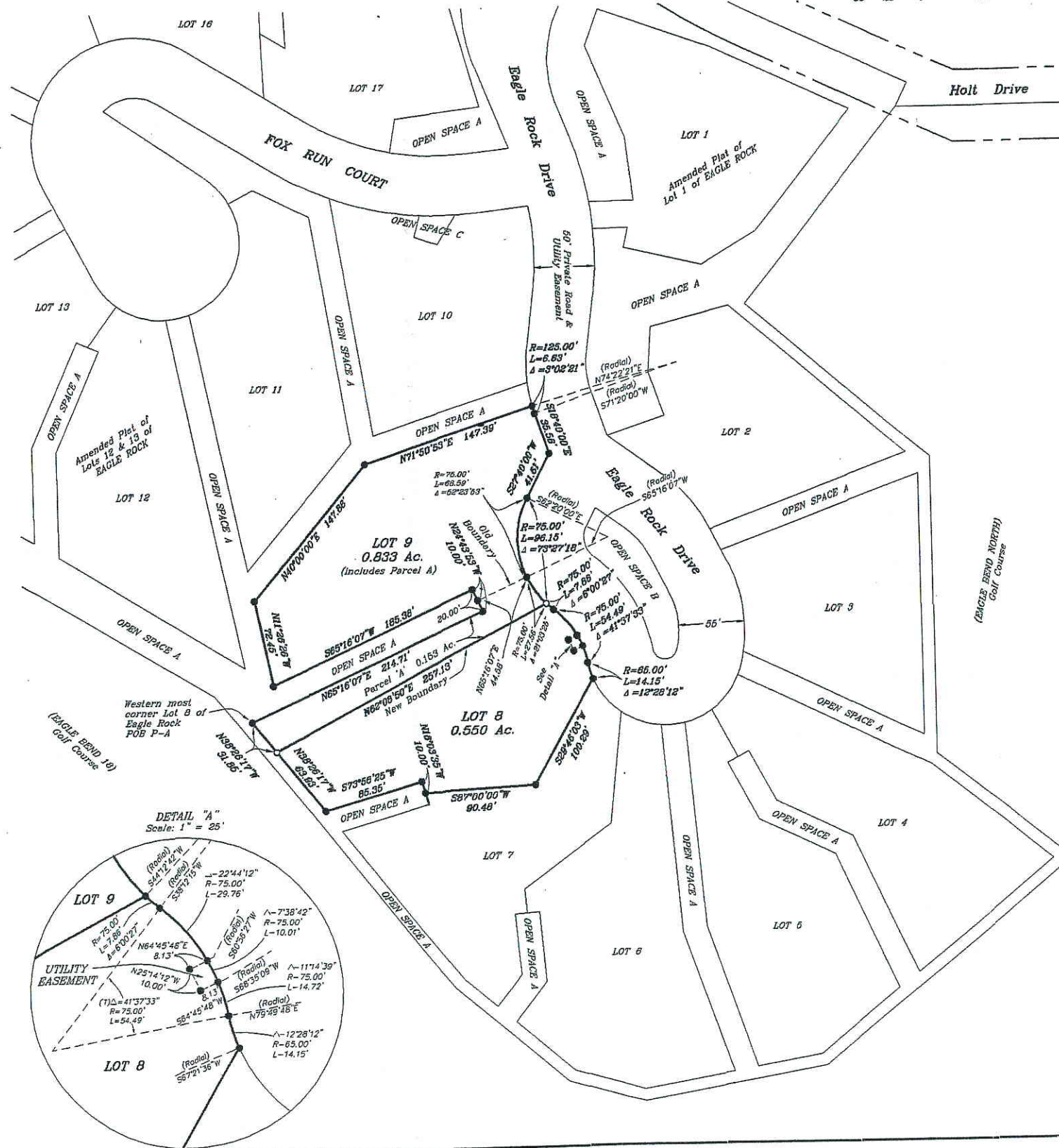
Amended Plat Of
LOTS 8 and 9 of EAGLE ROCK
A Subdivision Located In

NE1/4NW1/4 SEC. 26, T.27N., R.20W., P.M.M., FLATHEAD COUNTY, MONTANA

SCALE: 1" = 50'
50' 25' 0' 50' 100'



PR LLD IN VRY



PURPOSE OF SURVEY: BOUNDARY LINE ADJUSTMENT

CERTIFICATE OF DEDICATION:

I, the undersigned property owner, do hereby certify that I have caused to be surveyed and platted into lots all the following described property as described in the Certificate of Dedication and shown by the annexed plat or map, and situated in Flathead County, Montana:

A TRACT OF LAND SITUATED, LYING, AND BEING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 27 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

Lots 8 and 9 of EAGLE ROCK, a subdivision records of Flathead County, Montana, containing 1.383 ACRES; Together with 50 foot and 66 foot private road and utility easements as shown hereon, and subject to and together with all appurtenant easements of record.

The above described tract of land shall hereinafter be known as: **The Amended Plat of Lots 8 and 9 of EAGLE ROCK**

DESCRIPTION: PARCEL "A" (To become part of Lot 9)

A TRACT OF LAND SITUATED, LYING, AND BEING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 27 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT: BEGINNING at the western most corner of Lot 8 of EAGLE ROCK, a subdivision, records of Flathead County, Montana, being a found iron pin; Thence N65°16'07"E 214.71 feet to a found iron pin; Thence N24°43'54"W 10.00 feet to a found iron pin; Thence N65°16'07"E 44.58 feet to a found iron pin on the west R/W of a 55 foot private road and utility easement known as Eagle Rock Drive, which point is on a 75.00 foot radius curve concave to the northeast, with a radial bearing of N65°16'07"E; Thence southeasterly along said R/W through a central angle of 21°03'25" for an arc length of 27.55 feet to a set iron pin; Thence leaving said R/W S82°08'50"W 257.13 feet to a set iron pin; Thence N38°26'17"W 31.05 feet to the point of beginning and containing 0.163 ACRE; Subject to and together with all appurtenant easements of record.

OWNERS' CERTIFICATION:

I hereby certify that the purpose of this division of land is to relocate boundary lines of five or fewer lots within a platted subdivision, and that no additional parcels are hereby created; therefore, this relocation of boundaries is exempt from review as a subdivision pursuant to Section 76-3-207 (1)(d), M.C.A. ALSO:

Lots 8 and 9 are exempt from sanitation review by the Department of Environmental Quality pursuant to ARM 17.36.805 (2)(b) as a parcel that has no existing facilities for water supply, wastewater disposal, or solid waste disposal other than those that were previously approved by the reviewing authority under Title 76, chapter 4, part 1, M.C.A. or that were exempt from such review because no new facilities will be constructed on the parcel and the division of land will not cause approved facilities to violate any conditions of approval, and will not cause exempt facilities to violate any condition of exemption.

MICHAEL DYER BROOKS

STATE OF _____)
County of _____) SS

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of _____, personally appeared MICHAEL DYER BROOKS, known to me to be the person whose name is subscribed to the foregoing instrument and who duly acknowledged to me that he executed the same.

Notary Public for the State of _____
Printed Name of Notary _____
Residing at _____
My commission expires _____

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FLATHEAD COUNTY
PLANNING & ZONING OFFICE

LEGEND:

- Set 1/2"x24" Rebar & Cap (7975S)
- Found 1/2" Rebar & Cap (7975S)

CERTIFICATE OF SURVEYOR

THOMAS E. SANDS 7975S

APPROVED: _____, 20____

EXAMINING LAND SURVEYOR
REG. No. 842BS

STATE OF MONTANA)
COUNTY OF FLATHEAD) SS

FILED ON THE _____ DAY OF _____, 20____

AT _____, PAID FEE _____

CLERK & RECORDER

BY _____

DEPUTY

INSTRUMENT REC. No. _____

SHEET 1 OF 1 SHEETS

FILE No. _____

OWNER: H & H DEVELOPMENT LLC

**AMENDED PLAT OF
LOTS 12 & 13,
EAGLE ROCK**

A SUBDIVISION
IN THE N1/2NW1/4 SEC. 26, T.27N., R.20W., P.M.,M.,
FLATHEAD COUNTY, MONTANA

SCALE: 1" = 40'

TOTAL AREA: 1.325 AC.



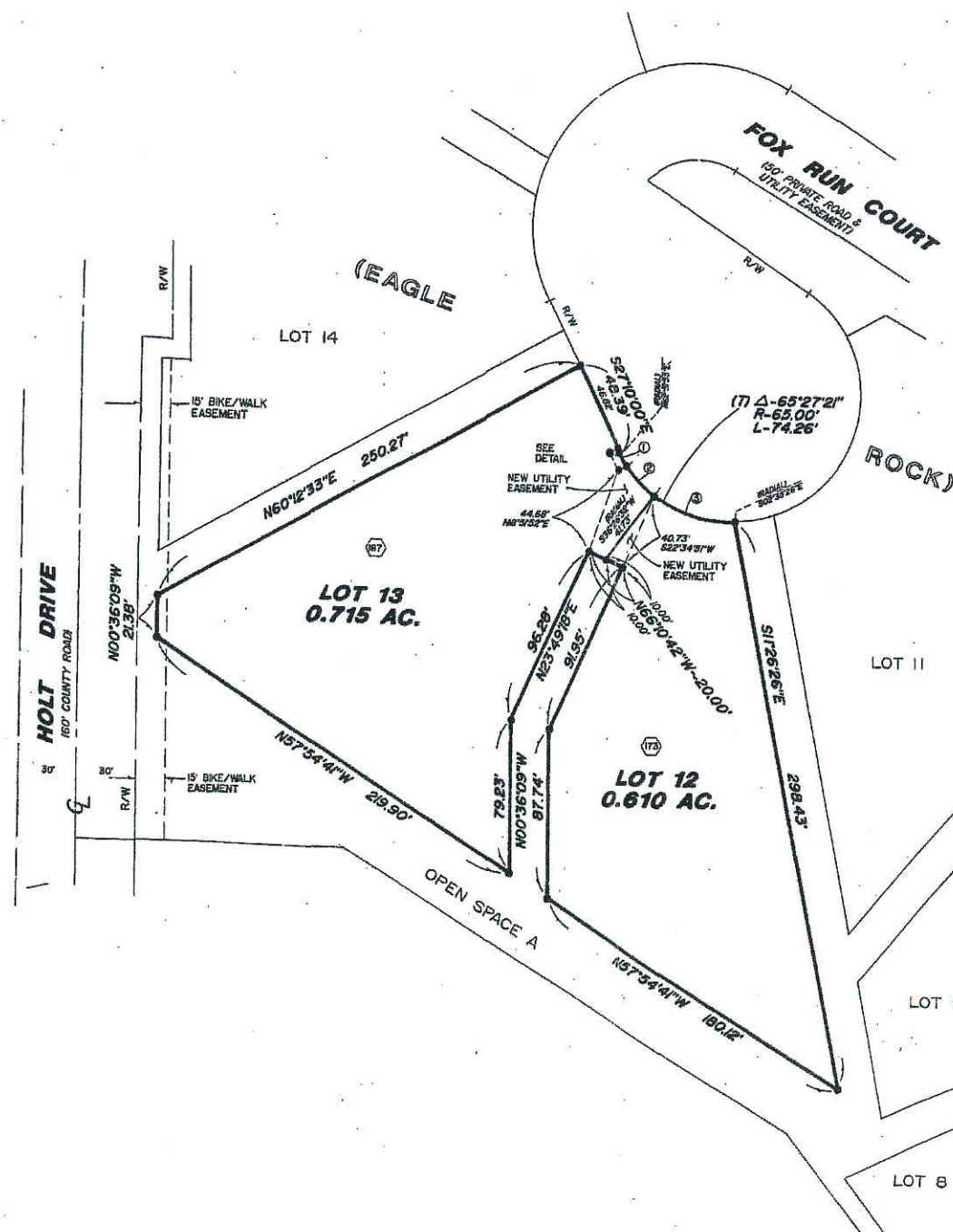
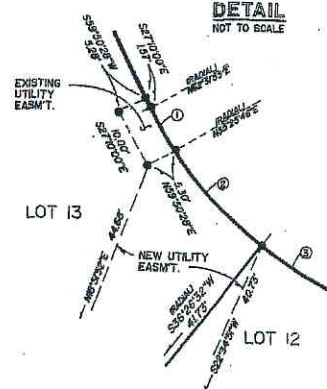
● FOUND 1/2" REBAR BY 7975-S
(UNLESS NOTED)

ADDRESS

BASIS OF BEARINGS PER
PLAT of EAGLE ROCK

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
1	07°26'05"	65.00'	8.44
2	18°50'14"	65.00'	21.54
3	39°01'58"	65.00'	44.38

DETAIL
NOT TO SCALE



CERTIFICATE OF DEDICATION

WE, THE UNDERSIGNED PROPERTY OWNERS, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND PLATTED INTO LOTS ALL THE FOLLOWING DESCRIBED PROPERTY AS DESCRIBED IN THE CERTIFICATE OF DEDICATION, AND SHOWN BY THE ANNEXED PLAT OR MAP AND SITUATED IN FLATHEAD COUNTY, MONTANA:

A TRACT OF LAND, SITUATED, LYING, AND BEING IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 27 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

LOTS 12 & 13, of the Plat of EAGLE ROCK (records of Flathead County, Montana) and containing 1.325 ACRES; Subject to and together with all appurtenant easements of record.

THE ABOVE DESCRIBED TRACT OF LAND SHALL HEREAFTER BE KNOWN AS:
AMENDED PLAT OF LOTS 12 & 13, EAGLE ROCK

UTILITY EASEMENT CERTIFICATE

The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, cable television, water, or sewer service to the public, the right to the joint use of easements for the construction, maintenance, repair, and removal of their lines and other facilities, in, over, under and across each area designated on this plat as "UTILITY EASEMENTS" to have and to hold forever.

LOTS 12 and 13 are exempt from D.E.Q. review pursuant to Section 17-36.608 (3) (b) (41): "A PARCEL THAT HAS NO EXISTING FACILITIES FOR SOLID WASTE, WASTEWATER DISPOSAL, OR SOLID WASTE DISPOSAL OTHER THAN THOSE THAT WERE PREVIOUSLY REVIEWED BY THE REVIEWING AUTHORITY UNDER TITLE 75, CHAPTER 4 PART 1. LAND THAT IS EXEMPT FROM SUCH REVIEW, IF THE DIVISION OF LAND WILL NOT CAUSE APPROVED FACILITIES TO VIOLATE ANY CONDITIONS OF APPROVAL, AND WILL NOT CAUSE EXEMPT FACILITIES TO VIOLATE ANY CONDITIONS OF APPROVAL."

STATE OF MONTANA)
COUNTY OF FLATHEAD) SS

On this 20th, day of October, 2006, before me
a Notary Public for the State of Montana, personally appeared
Shadi Hous For H+H Development, LLC

and known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

Brenda L. Wolff Brenda L.D. Wolff
Notary Public for the State of Montana
Residing at Whitefish
My commission expires 03/28/03



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FLATHEAD COUNTY
PLANNING & ZONING OFFICE

CERTIFICATE OF SURVEYOR

THOMAS E. SANDS 7975-

APPROVED: _____

9/27, 2005

Examining Land Surveyor 6464

STATE OF MONTANA 1 00

SS 6.00

Filed for Filing: 8

Filed for record this 21 day of
OCT, 2006, at 11:54 o'clock AM

Paula Robinson

Flathead County Clerk & Recorder
By: C. Bradford

Instrument Record No. 2004-2731

SHEET 1 OF 1 SHEET

SHEET 1 OF 1 SHEET

FILE 3-4-44

SHEET 1 OF 1 SHEET

By: SANDS SURVEYING, Inc.
2 Village Loop
Kalispell, MT 59901
(406) 755-6481

JOB NO: 239001
DATE: JUNE 8, 2006
FOR/OWNER: H & H DEVELOPMENT L.L.C.

Total Area: 17.814 Ac.
Lots: 10.722 Ac.
Roads: 3.334 Ac.
Open Space: 3.758 Ac.

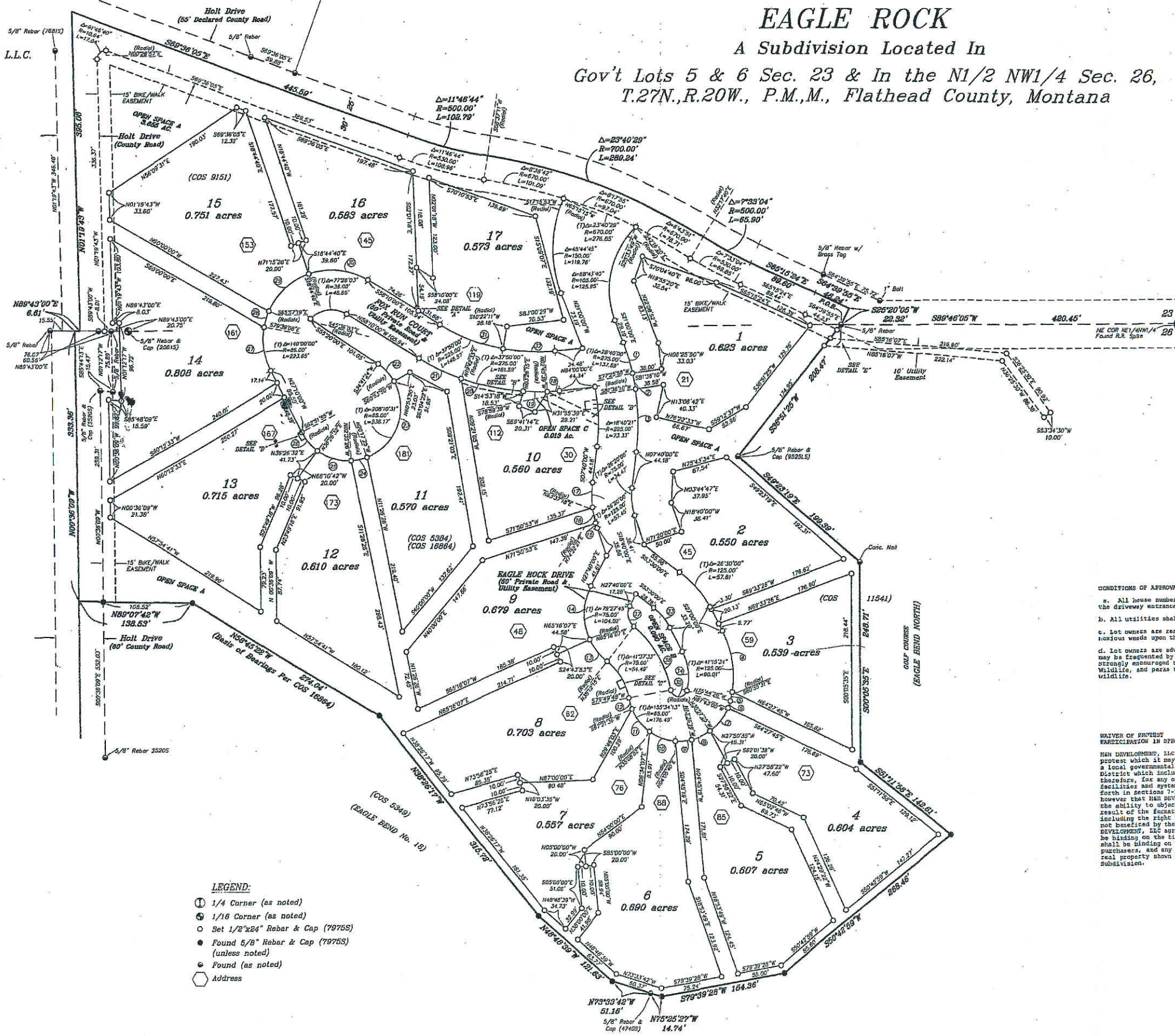
Plat Of EAGLE ROCK A Subdivision Located In

Gov't Lots 5 & 6 Sec. 23 & In the N1/2 NW1/4 Sec. 26,
T.27N., R.20W., P.M.M., Flathead County, Montana

2-1-44

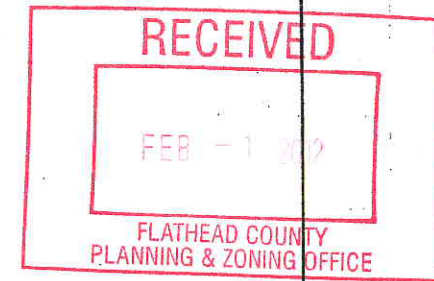


SCALE: 1" = 60'
60' 30' 0' 60' 120'



CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
1	0°25'55"	275.00	40.47
2	4°10'14"	275.00	20.02
3	16°03'50"	275.00	77.10
4	36°04'25"	125.00	78.70
5	5°11'05"	125.00	11.31
6	8°01'25"	65.00	9.10
7	32°15'35"	65.00	38.60
8	21°51'00"	65.00	24.79
9	17°41'59"	65.00	20.02
10	31°02'22"	65.00	35.21
11	32°13'34"	65.00	35.56
12	12°28'12"	65.00	14.15
13	27°05'52"	75.00	35.43
14	52°23'53"	75.00	68.29
15	5°02'21"	125.00	8.89
16	9°14'57"	125.00	20.16
17	14°02'42"	125.00	30.64
18	3°14'21"	275.00	15.59
19	6°11'54"	275.00	28.79
20	16°18'19"	275.00	78.10
21	12°07'27"	275.00	55.19
22	26°12'25"	65.00	28.73
23	98°48'44"	65.00	112.10
24	17°41'59"	65.00	20.02
25	39°01'58"	65.00	44.28
26	28°25'23"	65.00	29.95
27	37°30'52"	65.00	55.31
28	19°41'58"	65.00	20.02
29	47°12'39"	65.00	70.86
30	50°34'40"	65.00	75.92
31	21°27'45"	225.00	84.28
32	19°22'11"	225.00	64.28
33	26°32'00"	70.00	22.28
34	41°15'34"	70.00	53.41
35	155°34'13"	10.00	27.18
36	41°37'33"	130.00	84.45
37	78°27'45"	20.00	27.74

- LEGEND:
- ① 1/4 Corner (as noted)
 - ② 1/16 Corner (as noted)
 - Set 1/2"x24" Rebar & Cap (79765)
 - Found 5/8" Rebar & Cap (79765) (unless noted)
 - Found (as noted)
 - Address



CONDITIONS OF APPROVAL PER FLATHEAD COUNTY COMMISSIONERS:

- All house numbers will be visible from the road, either at the driveway entrance or on the house.
- All utilities shall be extended underground.
- Lot owners are responsible for the eradication and control of noxious weeds upon their property.
- Lot owners are advised that they are moving into an area that may be frequented by wild animals. As such, lot owners are strongly encouraged to contact the Montana Department of Fish, Wildlife, and Parks to obtain information on living with wildlife.

WAIVER OF PROTEST
PARTICIPATION IN SPECIAL IMPROVEMENT DISTRICT

H&H DEVELOPMENT, LLC (Owner) hereby waives any and all right to protest which it may have in regards to any attempt to be made by a local governmental entity, to initiate a Special Improvement District which includes EAGLE ROCK Subdivision, shown on the plat therefore, for any of the purposes related to roads, water facilities and systems, and sewer facilities and systems, set forth in sections 7-12-1102 and 7-12-4102, M.C.A.; provided however that H&H DEVELOPMENT, LLC understands that they retain the ability to object to the amount of assessment imposed as a result of the formation of a Special Improvement District, including the right to object on the basis that the property is not benefited by the special improvement district. H&H DEVELOPMENT, LLC agrees that this covenant shall run to, with and be binding on the title of the real property described above and shall be binding on the heirs, assigns, successors in interest, purchasers, and any and all subsequent holders or owners of the real property shown on the subdivision plat for EAGLE ROCK subdivision.

⑤

Return to:
Eagle Rock Estates
P.O. Box 821
Bigfork, MT 59911



200900018253
Page: 1 of 3
Fees: \$21.00
6/24/2009 2:28 PM

Paula Robinson, Flathead County MT by JL

293869-CT

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, H & H DEVELOPMENT, LLC, AND HOUSE INVESTMENTS, LLC, GRANTOR, hereby GRANT AND CONVEY to EAGLE ROCK ESTATES, and its assigns, GRANTEE, the following described real property in the County of Flathead, State of Montana, to-wit:

Tract 1:

Open Space A, B & C of Eagle Rock, according to the map or plat thereof on file and of record in the office of the County Clerk and Recorder of Flathead County, Montana.

EXCEPTING THEREFROM all of Lot 1 of the Amended Plat of Lot 1 and a portion of Open Space A of Eagle Rock, according to the map or plat thereof on file and of record in the office of the County Clerk and Recorder of Flathead County, Montana.

Tract 2:

Parcel B of the Amended Plat of Lot 1 and a portion of Open Space A of Eagle Rock, according to the map or plat thereof on file and of record in the office of the County Clerk and Recorder of Flathead County, Montana.

Tract 3:

The private roadways known as Fox Fun Court and Eagle Rock Drive as depicted on the plat of Eagle Rock, according to the map or plat thereof on file and of record in the office of the County Clerk and Recorder of Flathead County, Montana.

0502354

0502355

Approved 6/24/09

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said GRANTEE, and to its heirs and assigns forever.

DATED this 9th day of ~~April~~ ^{June}, 2009.

H & H Development, LLC

By: [Signature] 4/15/09
Slade S. House, Member

By: [Signature]
Henry D. House, Member

House Investments, LLC

By: [Signature] 6/15/09
Slade S. House, Member

By: [Signature]
Henry D. House, Member

STATE OF ~~MONTANA~~ ^{Washington}
County of ~~Flathead~~ ^{Pierce} : ss.

On this 9th day of ~~April~~ ^{June}, 2009, before me the undersigned, a Notary Public for the State of ~~Montana~~ ^{Washington}, personally appeared ~~Slade S. House and Henry D. House~~, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



[Signature]
Tami Appelgate [Printed Name]
Notary Public for the State of ~~Montana~~ ^{Washington}
Residing at Gig Harbor WA, ~~Montana~~
My commission expires 11-09-09
2009



ACKNOWLEDGEMENT/GENERAL

STATE OF Montana)
COUNTY OF Flathead)

This instrument was acknowledged before me on June 15th, 2009, by Slade S. House.

Signature of Notarial Officer

Jacki Phillips

Notary Public for the State of Montana

Residing in: Marion

Commission Expires: 2-01-2012



JACKI PHILLIPS
NOTARY PUBLIC for the
State of Montana
Residing at
Marion, Montana
My Commission Expires
February 1, 2012



JACKI PHILLIPS
NOTARY PUBLIC for the
State of Montana
Residing at
Marion, Montana
My Commission Expires
February 1, 2012



Paula Robinson, Flathead County MT by JL

200900018253
Page: 3 of 3
Fees: \$21.00
6/24/2009 2:28 PM

FEB - 1 2012

WHEN RECORDED MAIL

TO:
Glacier Bank
Kalispell Office
202 Main Street
PO Box 27
Kalispell, MT
59903-0027



201000009831
Page: 1 of 6
Fees: \$42.00
4/28/2010 1:19 PM

Paula Robinson, Flathead County MT by NC

0044657

335117-11

FOR RECORDER'S USE ONLY

DEED OF TRUST

MAXIMUM LIEN. The total principal indebtedness that may be outstanding at any given time which is secured by this Deed of Trust is \$133,000.00.

★ ★ ★ THIS DEED OF TRUST is dated April 23, 2010, among MICHAEL D BROOKS, whose address is 415 NORTH STAR LANE, NEWPORT BEACH, CA 92660-5717 ("Grantor"); Glacier Bank, whose address is Kalispell Office, 202 Main Street, PO Box 27, Kalispell, MT 59903-0027 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and C MARK HASH, whose address is 136 1ST AVE W, KALISPELL, MT 59901 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in FLATHEAD County, State of Montana:

LOT 1 OF THE AMENDED PLAT OF LOT 1 AND A PORTION OF OPEN SPACE A OF EAGLE ROCK, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

The Real Property or its address is commonly known as 21 EAGLE ROCK DRIVE, BIGFORK, MT 59911.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the

FEB - 1 2010

Loan No: 1607655

DEED OF TRUST
(Continued)

Page 2

Property or to other limitations on the Property. The Real Property does not exceed forty (40) acres, and this instrument is a Trust Indenture executed in conformity with the Small Tract Financing Act of Montana.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as this Deed of Trust remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance in violation of any Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Deed of Trust. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Deed of Trust.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Montana law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then

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(Continued)**

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Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Deed of Trust if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Deed of Trust or in any agreement related to this Deed of Trust.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default under any indebtedness, or should Grantor fail to comply with any of Grantor's obligations under this Deed of Trust, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment

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**DEED OF TRUST
(Continued)**

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penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Montana without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Montana.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Montana as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

Beneficiary. The word "Beneficiary" means Glacier Bank, and its successors and assigns.

Borrower. The word "Borrower" means MICHAEL D BROOKS and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents. This Deed of Trust is intended to be a trust indenture as provided for in the Small Tract Financing Act of Montana.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

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(Continued)**

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Grantor. The word "Grantor" means MICHAEL D BROOKS.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Glacier Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the promissory note dated April 23, 2010, in the original principal amount of \$133,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means C MARK HASH, whose address is 136 1ST AVE W, KALISPELL, MT 59901 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:


MICHAEL D BROOKS

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DEED OF TRUST
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Orange) SS
)

This instrument was acknowledged before me on April 26, 2010
by MICHAEL D BROOKS.



(Seal)

Mike Soliman
[Type or Print Name]
Notary Public for the State of
Montana
Residing at Newport Beach
My commission expires May 3, 2010

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____
By: _____
Its: _____

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RECORDATION
REQUESTED BY:
Glacier Bank
Home Office
202 Main Street
PO Box 27
Kalispell, MT 59901

WHEN RECORDED MAIL
TO:
Glacier Bank
Home Office
202 Main Street
PO Box 27
Kalispell, MT 59901

201000007214
Page: 1 of 5
Fee: \$42.00
3/29/2010 2:53 PM
Paula Robinson, Flathead County MT by NC

FOR RECORDER'S USE ONLY

DEED OF TRUST

MAXIMUM LIEN. The total principal indebtedness that may be outstanding at any given time which is secured by this Deed of Trust is \$1,120,000.00.

THIS DEED OF TRUST is dated March 29, 2010, among MICHAEL DYER BROOKS, whose address is 415 NORTH STAR LANE, NEWPORT BEACH, CA 92660-5717 ("Grantor"); Glacier Bank, whose address is Home Office, 202 Main Street, PO Box 27, Kalispell, MT 59901 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and FIRST AMERICAN TITLE COMPANY, whose address is PO BOX 1310, KALISPELL, MT 59903 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in FLATHEAD County, State of Montana:

PARCEL ONE:

LOTS 2,3,4,5,6,7,8,9,10,11,14 and 15 OF EAGLE ROCK, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

PARCEL TWO:

LOTS 12 AND 13 OF THE AMENDED PLAT OF LOTS 12 & 13 OF EAGLE ROCK, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

The Real Property or its address is commonly known as 45 AND 59 EAGLE ROCK DRIVE, BIGFORK, MT 59911.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

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POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property does not exceed forty (40) acres, and this instrument is a Trust Indenture executed in conformity with the Small Tract Financing Act of Montana.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as this Deed of Trust remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance in violation of any Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Deed of Trust. This obligation to indemnify and defend shall survive the payment of the indebtedness and the satisfaction of this Deed of Trust.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Montana law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up

to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

Existing Lien. The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Deed of Trust if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Deed of Trust or in any agreement related to this Deed of Trust.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.



Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default under any indebtedness, or should Grantor fail to comply with any of Grantor's obligations under this Deed of Trust, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Montana without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Montana.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Montana as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed

of Trust:

Beneficiary. The word "Beneficiary" means Glacier Bank, and its successors and assigns.

Borrower. The word "Borrower" means MICHAEL D. BROOKS and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents. This Deed of Trust is intended to be a trust indenture as provided for in the Small Tract Financing Act of Montana.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Grantor. The word "Grantor" means MICHAEL D. BROOKS.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Glacier Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the promissory note dated March 29, 2010, in the original principal amount of \$1,120,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means FIRST AMERICAN TITLE COMPANY, whose address is PO BOX 1310, KALISPELL, MT 59903 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x *Michael D. Brooks*
MICHAEL D. BROOKS

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Montana)
) SS
COUNTY OF Flathead)

This instrument was acknowledged before me on March 29, 2010
by MICHAEL D. BROOKS, HUSBAND AND WIFE, AS JOINT TENANTS.



STEPHANIE L. DILL
NOTARY PUBLIC for the
State of Montana
Residing at Kalispell, Montana
My Commission Expires
9-30-2013

Stephanie L. Dill
Stephanie L. Dill
(Type or Print Name)

Notary Public for the State of
Montana

Residing at Kalispell
My commission expires 9-30-2013

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____
By: _____
Its: _____



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2007134 16250

RECORDATION

REQUESTED BY:
Glacier Bank
Home Office
202 Main Street
PO Box 27
Kalispell, MT 59901

DATE 5-14-07 4:25
\$42 b
PAULA ROBERTSON FLATHEAD COUNTY CLERK

WHEN RECORDED MAIL

TO:
Glacier Bank
Home Office
202 Main Street
PO Box 27
Kalispell, MT 59901

SEND TAX NOTICES TO:

Glacier Bank
Home Office
202 Main Street
PO Box 27
Kalispell, MT 59901

FOR RECORDER'S USE ONLY

ATEC 2007005936

DEED OF TRUST

MAXIMUM LIEN. The total principal indebtedness that may be outstanding at any given time which is secured by this Deed of Trust is \$220,000.00.

THIS DEED OF TRUST is dated May 14, 2007, among MICHAEL D. BROOKS, whose address is 415 NORTH STAR LANE, NEWPORT BEACH, CA 92660 ("Grantor"); Glacier Bank, whose address is Home Office, 202 Main Street, PO Box 27, Kalispell, MT 59901 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and C MARK HASH, whose address is 136 1ST AVE W, KALISPELL, MT 59901 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in FLATHEAD County, State of Montana:

LOT 16 OF EAGLE ROCK, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN OFFICIAL RECORDS OF FLATHEAD COUNTY, MONTANA.

The Real Property or its address is commonly known as 145 FOX RUN COURT, BIGFORK, MT 59911.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and

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DEED OF TRUST
(Continued)

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Page 2

(3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property does not exceed forty (40) acres, and this instrument is a Trust Indenture executed in conformity with the Small Tract Financing Act of Montana.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as this Deed of Trust remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance in violation of any Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Deed of Trust. This obligation to indemnify and defend shall survive the payment of the indebtedness and the satisfaction of this Deed of Trust.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Montana law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender, together with such other hazard and liability insurance as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on

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**DEED OF TRUST
(Continued)**

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the Property, (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

WARRANTY: DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

Existing Lien. The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Deed of Trust if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Deed of Trust or in any agreement related to this Deed of Trust.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the

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DEED OF TRUST
(Continued)

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preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default under any indebtedness, or should Grantor fail to comply with any of Grantor's obligations under this Deed of Trust, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Deed of Trust, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Montana without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Montana.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Montana as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust:

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DEED OF TRUST
(Continued)

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Beneficiary. The word "Beneficiary" means Glacier Bank, and its successors and assigns.

Borrower. The word "Borrower" means MICHAEL D. BROOKS and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents. This Deed of Trust is intended to be a trust indenture as provided for in the Small Tract Financing Act of Montana.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Grantor. The word "Grantor" means MICHAEL D. BROOKS.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Glacier Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Note. The word "Note" means the promissory note dated May 14, 2007, in the original principal amount of \$220,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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DEED OF TRUST
(Continued)

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Trustee. The word "Trustee" means C MARK HASH, whose address is 136 1ST AVE W, KALISPELL, MT 59901 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST,
AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X Michael D. Brooks 9-May-2007
MICHAEL D. BROOKS

INDIVIDUAL ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Orange) SS

This instrument was acknowledged before me on 5/9, 2007
by MICHAEL D. BROOKS.



FARID MANJOUR
(Type or Print Name)

Notary Public for the State of
Montana California
Residing at Orange County
My commission expires May 18, 05

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____
By: _____
Its: _____

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Return to and taxes:
Michael Brooks
415 North Star Lane
Newport Beach CA 92660

200632016230

ATEC
11.16.06

4.23
ASH

Alliance Title
Order No.:2060605947

WARRANTY DEED

FOR VALUE RECEIVED

H & H Development LLC

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Michael D. Brooks

whose current address is

415 North Star Lane, Newport Beach CA 92660

the grantee(s), the following described premises, in Flathead County, MT, TO WIT:

Lot 17 of Eagle Rock, according to the official plat thereof, filed in Official Records of
Flathead County, Montana.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
hers and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s),
that he/she/they is/are the owner(s) in fee simple of said premises; that they are free from all
encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements,
rights and rights of way of record.

And that he/she/they will warrant and defend the same from all lawful claims whatsoever.

Dated: 11-15-2006

H & H Development LLC

By: Slade House

State of Montana County of Flathead

On this 15 day of November, in the year 2006, before me, a Notary Public in and for said state,
personally appeared Slade House
known or identified to me to be the Managing Member in the Limited Liability Company known as H &
H Development LLC who executed the foregoing instrument, and acknowledged to me that he/she/they
executed the same in said LLC name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in
this certificate first above written.

Notary Public for the State of Montana
Printed Name: David Kavanagh
Residing at: Bigfork
Commission Expires: 4-23-2010

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